



EMPLOYMENT TRIBUNALS

Claimants: (1) Mr Darren Reay
(2) Mr Rik Williams
(3) Mr Tony Noble

Respondent: Saving Energy North East Limited

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

Claim Number 2500208/2018: the first claimant – Mr Darren Reay

1. The claim for breach of contract (notice pay and gas safe registration fee) advanced by the first claimant is well-founded and the respondent is ordered to pay to the first claimant the sum of **£2524.56p** (4x £586.14 net per week in respect of notice pay and £180 in respect of the gas safe registration fee) as damages for breach of contract.
2. The claim in respect of unpaid holiday pay is well-founded and the respondent is ordered to pay to the first claimant the sum of **£358.44p** in respect of unpaid holiday pay. This is a gross amount and the first claimant is to account to the appropriate authorities for any income tax and employee national insurance contributions due in respect of such sum on receipt by him.
3. The claim in respect of unpaid wages is well-founded and the respondent is ordered to pay to the first claimant the sum of **£1724.31** gross in respect of unpaid wages (£833.33 in respect on unpaid uplift and £891.04 in respect of work in Harrogate). This is a gross amount and the first claimant is to account to the appropriate authorities for any income tax and employee national insurance contributions due in respect of such sum on receipt by him.

4. The total sum due to the first claimant from the respondent of **£4607.31** is payable forthwith.

5. The claim of unfair dismissal is dismissed as the first claimant lacks the qualifying service of two years as required by section 108 of the Employment Rights Act 1996 to advance such a claim.

Claim Number 2500210/2018: the second claimant - Mr Rik Williams

1. The claim for breach of contract (notice pay) advanced by the second claimant is well-founded and the respondent is ordered to pay to the second claimant the sum of **£1821.64p** (4x £455.41 net per week) as damages for breach of contract.

2. The claim in respect of unpaid holiday pay is well-founded and the respondent is ordered to pay to the second claimant the sum of **£268.84p** in respect of unpaid holiday pay. This is a gross amount and the second claimant is to account to the appropriate authorities for any income tax and employee national insurance contributions due in respect of such sum on receipt by him.

3. The total sum due to the second claimant from the respondent of **£2090.48p** is payable forthwith.

4. The claim of unfair dismissal is dismissed as the second claimant lacks the qualifying service of two years as required by section 108 of the Employment Rights Act 1996 to advance such a claim.

Claim Number 2500211/2018: the third claimant - Mr Tony Noble

1. The claim for breach of contract (notice pay) advanced by the third claimant is well-founded and the respondent is ordered to pay to the third claimant the sum of **£1821.64p** (4x £455.41 net per week) as damages for breach of contract.

2. The claim in respect of unpaid holiday pay is well-founded and the respondent is ordered to pay to the third claimant the sum of **£268.84p** in respect of unpaid holiday pay. This is a gross amount and the third claimant is to account to the appropriate authorities for any income tax and employee national insurance contributions due in respect of such sum on receipt by him.

3. The total sum due to the third claimant from the respondent of **£2090.48p** is payable forthwith.

4. The claim of unfair dismissal is dismissed as the third claimant lacks the qualifying service of two years as required by section 108 of the Employment Rights Act 1996 to advance such a claim.

Combined Proceedings

Case Numbers: 2500208/2018

2500210/2018

2500211/2018

Employment Judge A M Buchanan

Date: 18 April 2018